

DECISION



THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D.C. 20548

FILE: B-186837

DATE: July 30, 1976

MATTER OF: Manheim Pattern Works

DIGEST:

Manually printed bid form and solicitation amendments containing hand printed signatures in spaces for printed name and title of person authorized to sign offer but with signature spaces left blank, is properly signed bid. Hand printed name is proper signature and signature placed outside space specifically for such does not invalidate bid.

This decision is in response to a protest, dated June 26, 1976, by Manheim Pattern Works (Manheim) with regard to the consideration of the bid submitted by Delaware Valley Patterns and Models (Delaware) in response to item 0002 of Invitation for Bids (IFB) No. N00167-76-B-0013.

Delaware submitted the low bid for item 0002. However, the signature space in that bid was left blank. The remainder of the bid form was completed in hand printed form, apparently by the owner, and his name was hand printed in block letters in the space provided for the name and title of the person authorized to sign the offer. The date of offer was filled in by the bidder. Also, the bid was accompanied by two amendments on which the bidder hand printed his name and title in the space provided therefor and inserted the date of signature. However, the block reserved for the bidder's signature was left blank.

Upon consideration of the circumstances and the advice of Counsel for the Naval Regional Procurement Office, the contracting officer concluded that the requisite intent to be bound has been shown by Delaware and that the award of item 0002 should be made to Delaware. The protester contends that the signature space on the standard bidding form is, in effect, material and may not be left blank.

Our primary concern is whether this bid, as submitted, would form a binding contract if accepted. B-156751, June 25, 1965. We have held that a hand printed signature is as acceptable as the usual script form of subscription. B-149502, November 20, 1962; Quinn Glass Company, B-183681, August 20, 1975, 75-2 CPD 120. The Uniform Commercial Code, which might be considered for guidance, also provides in § 1-201(39) that:

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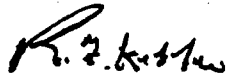
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"'Signed' includes any symbol executed or adopted by a party with present intention to authenticate a writing."

We note that our decision in Quinn Glass Company, supra, states that a valid signature existed where, as in that case, a manually printed signature is inserted in the space provided for a signature. However, we have also held that a signature inadvertently placed in the wrong space is still to be considered a proper signing of a bid. B-166817, June 2, 1969. Bids not made on the proper form, and not signed at the end of the offer have been considered proper. B-178559, June 25, 1973.

Here it is apparent that Delaware consistently has used a hand printed form throughout its bid and the amendments thereto. In our opinion, Delaware has submitted a bid which evidences an intention to sign and may properly be considered for the award of item 0002 in IFB No. N00167-76-B-0013.

Accordingly, Manheim's protest is denied.


Deputy Comptroller General
of the United States